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SOUTHWIND FOODS, LLC and CAITO FISHERIES,
LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BRAND LITTLE and ROBIN BURNS,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

PACIFIC SEAFOOD PROCUREMENT, LLC;
PACIFIC SEAFOOD PROCESSING, LLC;
PACIFIC SEAFOOD FLEET, LLC; PACIFIC
SEAFOOD DISTRIBUTION, LLC; PACIFIC
SEAFOOD USA, LLC; DULCICH, INC.;
PACIFIC SEAFOOD – EUREKA, LLC;
PACIFIC SEAFOOD – CHARLESTON, LLC;
PACIFIC SEAFOOD – WARRENTON, LLC;
PACIFIC SEAFOOD – NEWPORT, LLC;
PACIFIC SEAFOOD – BROOKINGS, LLC;
PACIFIC SEAFOOD – WESTPORT, LLC;
PACIFIC SURIMI – NEWPORT LLC; BLUE
RIVER SEAFOOD, INC.; SAFE COAST
SEAFOODS, LLC; SAFE COAST
SEAFOODS WASHINGTON, LLC; OCEAN
GOLD SEAFOODS, INC.; NOR-CAL
SEAFOOD, INC.; KEVIN LEE; AMERICAN
SEAFOOD EXP, INC.; CALIFORNIA
SHELLFISH COMPANY, INC.; ROBERT
BUGATTO ENTERPRISES, INC.; ALASKA
ICE SEAFOODS, INC.; LONG FISHERIES,
INC.; CAITO FISHERIES, INC.; CAITO
FISHERIES, LLC; SOUTHWIND FOODS,
LLC; FISHERMEN’S CATCH, INC.;
GLOBAL QUALITY FOODS, INC.; GLOBAL
QUALITY SEAFOOD LLC; OCEAN KING
FISH INC.; SOUTH BEND PRODUCTS LLC;
SWANES SEAFOOD HOLDING COMPANY

Case No. 3:23-cv-01098-AGT

**DEFENDANTS SOUTHWIND FOODS, LLC
AND CAITO FISHERIES, LLC’S ANSWER
TO PLAINTIFFS’ THIRD AMENDED
CLASS ACTION COMPLAINT**

Complaint Filed: 3/13/2023
Amended Complaint Filed: 8/21/2024
Second Amended
Class Action
Complaint Filed: 2/7/2025
Trial Date: Not Set

1 LLC; BORNSTEIN SEAFOODS, INC.;
 2 ASTORIA PACIFIC SEAFOODS, LLC; and
 3 DOES 30-60,
 4
 5 Defendants.

6 Defendants Southwind Foods, LLC (“Southwind LLC”) and Caito Fisheries, LLC (“Caito
 7 LLC”; with Southwind LLC, the “Southwind Defendants”) respectfully submit this Answer and
 8 provide affirmative defenses in response to Plaintiffs’ Third Amended Class Action Complaint
 9 (the “Complaint”). Except to the extent specifically admitted herein, the Southwind Defendants
 10 deny each and every allegation contained in the Complaint, including all allegations contained in
 11 headings, charts, images, footnotes, or otherwise not contained in one of the Complaint’s
 12 numbered paragraphs. The Southwind Defendants deny the legal claims asserted in the Complaint
 13 and respond to the Complaint’s numbered paragraphs as follows.

14 INTRODUCTION

15 1. The Southwind Defendants lack information and belief sufficient to admit or deny
 16 the allegations of paragraph 1 of the Complaint, and on that basis deny such allegations.

17 2. The Southwind Defendants lack information and belief sufficient to admit or deny
 18 the allegations of paragraph 2 of the Complaint, and on that basis deny such allegations.

19 3. The Southwind Defendants lack information and belief sufficient to admit or deny
 20 the allegations of paragraph 3 of the Complaint, and on that basis deny such allegations.

21 4. As to themselves, the Southwind Defendants deny the allegations of paragraph 4 of
 22 the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny
 23 the allegations of paragraph 4 of the Complaint as to the activities of the other Defendants, and on
 24 that basis deny such allegations.

25 5. As to themselves, the Southwind Defendants deny the allegations of paragraph 5 of
 26 the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny
 27 the allegations of paragraph 5 of the Complaint as to the activities of the other Defendants, and on
 28 that basis deny such allegations.

6. As to themselves, the Southwind Defendants deny the allegations of paragraph 6 of

1 the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny
 2 the allegations of paragraph 6 of the Complaint as to the activities of the other Defendants, and on
 3 that basis deny such allegations.

4 7. As to themselves, the Southwind Defendants deny the allegations of paragraph 7 of
 5 the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny
 6 the allegations of paragraph 7 of the Complaint as to the activities of the other Defendants, and on
 7 that basis deny such allegations.

8 8. As to themselves, the Southwind Defendants deny the allegations of paragraph 8 of
 9 the Complaint, including each of its subparts. The Southwind Defendants lack information and
 10 belief sufficient to admit or deny the allegations of paragraph 8 of the Complaint as to the
 11 activities of the other Defendants, and on that basis deny such allegations.

12 9. The Southwind Defendants lack information and belief sufficient to admit or deny
 13 the allegations of paragraph 9 of the Complaint, and on that basis deny such allegations.

14 10. Paragraph 10 of the Complaint contains a legal conclusion for which no response is
 15 required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of
 16 paragraph 10 of the Complaint.

17 11. The Southwind Defendants deny the allegations of paragraph 11 of the Complaint.

18 **PARTIES**

19 **I. Plaintiffs**

20 12. The Southwind Defendants lack information and belief sufficient to admit or deny
 21 the allegations of paragraph 12 of the Complaint, and on that basis deny such allegations.

22 13. The Southwind Defendants lack information and belief sufficient to admit or deny
 23 the allegations of paragraph 13 of the Complaint, and on that basis deny such allegations.

24 **II. Defendants**

25 **A. Pacific Seafood Defendants**

26 14. The Southwind Defendants lack information and belief sufficient to admit or deny
 27 the allegations of paragraph 14 of the Complaint, and on that basis deny such allegations.

28 15. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 15 of the Complaint, and on that basis deny such allegations.

2 16. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 16 of the Complaint, and on that basis deny such allegations.

4 17. The Southwind Defendants lack information and belief sufficient to admit or deny
5 the allegations of paragraph 17 of the Complaint, and on that basis deny such allegations.

6 18. The Southwind Defendants lack information and belief sufficient to admit or deny
7 the allegations of paragraph 18 of the Complaint, and on that basis deny such allegations.

8 19. The Southwind Defendants lack information and belief sufficient to admit or deny
9 the allegations of paragraph 19 of the Complaint, and on that basis deny such allegations.

10 20. The Southwind Defendants lack information and belief sufficient to admit or deny
11 the allegations of paragraph 20 of the Complaint, and on that basis deny such allegations.

12 21. The Southwind Defendants lack information and belief sufficient to admit or deny
13 the allegations of paragraph 21 of the Complaint, and on that basis deny such allegations.

14 22. The Southwind Defendants lack information and belief sufficient to admit or deny
15 the allegations of paragraph 22 of the Complaint, and on that basis deny such allegations.

16 23. The Southwind Defendants lack information and belief sufficient to admit or deny
17 the allegations of paragraph 23 of the Complaint, and on that basis deny such allegations.

18 24. The Southwind Defendants lack information and belief sufficient to admit or deny
19 the allegations of paragraph 24 of the Complaint, and on that basis deny such allegations.

20 25. The Southwind Defendants lack information and belief sufficient to admit or deny
21 the allegations of paragraph 25 of the Complaint, and on that basis deny such allegations.

22 26. The Southwind Defendants lack information and belief sufficient to admit or deny
23 the allegations of paragraph 26 of the Complaint, and on that basis deny such allegations.

24 27. Paragraph 27 of the Complaint contains a legal conclusion for which no response is
25 required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of
26 paragraph 27 of the Complaint.

27 28. The Southwind Defendants lack information and belief sufficient to admit or deny
28 the allegations of paragraph 28 of the Complaint, and on that basis deny such allegations.

1 29. The Southwind Defendants lack information and belief sufficient to admit or deny
2 the allegations of paragraph 29 of the Complaint, and on that basis deny such allegations.

3 30. The Southwind Defendants lack information and belief sufficient to admit or deny
4 the allegations of paragraph 30 of the Complaint, and on that basis deny such allegations.

5 31. The Southwind Defendants lack information and belief sufficient to admit or deny
6 the allegations of paragraph 31 of the Complaint, and on that basis deny such allegations.

7 32. The Southwind Defendants lack information and belief sufficient to admit or deny
8 the allegations of paragraph 32 of the Complaint, and on that basis deny such allegations.

9 33. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 33 of the Complaint, and on that basis deny such allegations.

11 34. The Southwind Defendants lack information and belief sufficient to admit or deny
12 the allegations of paragraph 34 of the Complaint, and on that basis deny such allegations.

13 35. The Southwind Defendants lack information and belief sufficient to admit or deny
14 the allegations of paragraph 35 of the Complaint, and on that basis deny such allegations.

15 36. The Southwind Defendants lack information and belief sufficient to admit or deny
16 the allegations of paragraph 36 of the Complaint, and on that basis deny such allegations.

17 37. The Southwind Defendants lack information and belief sufficient to admit or deny
18 the allegations of paragraph 37 of the Complaint, and on that basis deny such allegations.

19 38. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 38 of the Complaint, and on that basis deny such allegations.

21 39. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 39 of the Complaint, and on that basis deny such allegations.

23 **B. Safe Coast Defendants**

24 40. The Southwind Defendants lack information and belief sufficient to admit or deny
25 the allegations of paragraph 40 of the Complaint, and on that basis deny such allegations.

26 41. The Southwind Defendants lack information and belief sufficient to admit or deny
27 the allegations of paragraph 41 of the Complaint, and on that basis deny such allegations.

28 42. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 42 of the Complaint, and on that basis deny such allegations.

2 43. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 43 of the Complaint, and on that basis deny such allegations.

4 44. The Southwind Defendants lack information and belief sufficient to admit or deny
5 the allegations of paragraph 44 of the Complaint, and on that basis deny such allegations.

6 45. The Southwind Defendants lack information and belief sufficient to admit or deny
7 the allegations of paragraph 45 of the Complaint, and on that basis deny such allegations.

8 46. The Southwind Defendants lack information and belief sufficient to admit or deny
9 the allegations of paragraph 46 of the Complaint, and on that basis deny such allegations.

10 47. The Southwind Defendants lack information and belief sufficient to admit or deny
11 the allegations of paragraph 47 of the Complaint, and on that basis deny such allegations.

12 48. The Southwind Defendants lack information and belief sufficient to admit or deny
13 the allegations of paragraph 48 of the Complaint, and on that basis deny such allegations.

14 49. The Southwind Defendants lack information and belief sufficient to admit or deny
15 the allegations of paragraph 49 of the Complaint, and on that basis deny such allegations.

16 50. The Southwind Defendants lack information and belief sufficient to admit or deny
17 the allegations of paragraph 50 of the Complaint, and on that basis deny such allegations.

18 51. The Southwind Defendants lack information and belief sufficient to admit or deny
19 the allegations of paragraph 51 of the Complaint, and on that basis deny such allegations.

20 52. Paragraph 52 of the Complaint contains a legal conclusion for which no response is
21 required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of
22 paragraph 52 of the Complaint.

23 **C. Ocean Gold Defendant**

24 53. The Southwind Defendants lack information and belief sufficient to admit or deny
25 the allegations of paragraph 53 of the Complaint, and on that basis deny such allegations.

26 54. The Southwind Defendants lack information and belief sufficient to admit or deny
27 the allegations of paragraph 54 of the Complaint, and on that basis deny such allegations.

28 55. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 55 of the Complaint, and on that basis deny such allegations.

2 56. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 56 of the Complaint, and on that basis deny such allegations.

4 57. The Southwind Defendants lack information and belief sufficient to admit or deny
5 the allegations of paragraph 57 of the Complaint, and on that basis deny such allegations.

6 58. Paragraph 58 of the Complaint contains a legal conclusion for which no response is
7 required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of
8 paragraph 58 of the Complaint.

9 **D. Nor-Cal Defendants**

10 59. The Southwind Defendants lack information and belief sufficient to admit or deny
11 the allegations of paragraph 59 of the Complaint, and on that basis deny such allegations.

12 60. The Southwind Defendants lack information and belief sufficient to admit or deny
13 the allegations of paragraph 60 of the Complaint, and on that basis deny such allegations.

14 61. The Southwind Defendants lack information and belief sufficient to admit or deny
15 the allegations of paragraph 61 of the Complaint, and on that basis deny such allegations.

16 62. The Southwind Defendants lack information and belief sufficient to admit or deny
17 the allegations of paragraph 62 of the Complaint, and on that basis deny such allegations.

18 63. The Southwind Defendants lack information and belief sufficient to admit or deny
19 the allegations of paragraph 63 of the Complaint, and on that basis deny such allegations.

20 64. The Southwind Defendants lack information and belief sufficient to admit or deny
21 the allegations of paragraph 64 of the Complaint, and on that basis deny such allegations.

22 65. The Southwind Defendants lack information and belief sufficient to admit or deny
23 the allegations of paragraph 65 of the Complaint, and on that basis deny such allegations. The
24 Southwind Defendants specifically deny having participated in any sale “to evade liability from
25 the instant lawsuit,” as implied by the allegations set forth in paragraph 65.

26 66. Paragraph 66 of the Complaint contains a legal conclusion for which no response is
27 required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of
28 paragraph 66 of the Complaint.

E. ASE Defendant

67. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 67 of the Complaint, and on that basis deny such allegations.

68. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 68 of the Complaint, and on that basis deny such allegations.

69. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 69 of the Complaint, and on that basis deny such allegations.

70. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 70 of the Complaint, and on that basis deny such allegations.

71. Paragraph 71 of the Complaint contains a legal conclusion for which no response is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of paragraph 71 of the Complaint.

F. Hallmark Defendants

72. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 72 of the Complaint, and on that basis deny such allegations.

73. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 73 of the Complaint, and on that basis deny such allegations.

74. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 74 of the Complaint, and on that basis deny such allegations.

75. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 75 of the Complaint, and on that basis deny such allegations.

76. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 76 of the Complaint, and on that basis deny such allegations.

77. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 77 of the Complaint, and on that basis deny such allegations.

78. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 78 of the Complaint, and on that basis deny such allegations.

79. Paragraph 79 of the Complaint contains a legal conclusion for which no response is

1 required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of
2 paragraph 79 of the Complaint.

3 **G. Fathom Defendants**

4 80. The Southwind Defendants lack information and belief sufficient to admit or deny
5 the allegations of paragraph 80 of the Complaint, and on that basis deny such allegations.

6 81. The Southwind Defendants lack information and belief sufficient to admit or deny
7 the allegations of paragraph 81 of the Complaint, and on that basis deny such allegations.

8 82. The Southwind Defendants lack information and belief sufficient to admit or deny
9 the allegations of paragraph 82 of the Complaint, and on that basis deny such allegations.

10 83. The Southwind Defendants lack information and belief sufficient to admit or deny
11 the allegations of paragraph 83 of the Complaint, and on that basis deny such allegations.

12 84. The Southwind Defendants lack information and belief sufficient to admit or deny
13 the allegations of paragraph 84 of the Complaint, and on that basis deny such allegations.

14 85. The Southwind Defendants lack information and belief sufficient to admit or deny
15 the allegations of paragraph 85 of the Complaint, and on that basis deny such allegations.

16 86. The Southwind Defendants lack information and belief sufficient to admit or deny
17 the allegations of paragraph 86 of the Complaint, and on that basis deny such allegations.

18 87. The Southwind Defendants lack information and belief sufficient to admit or deny
19 the allegations of paragraph 87 of the Complaint, and on that basis deny such allegations.

20 88. Paragraph 88 of the Complaint contains a legal conclusion for which no response is
21 required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of
22 paragraph 88 of the Complaint.

23 **H. Caito Defendants**

24 89. The Southwind Defendants lack information and belief sufficient to admit or deny
25 the allegations of paragraph 89 of the Complaint, and on that basis deny such allegations.

26 90. The Southwind Defendants admit the allegations of paragraph 90 of the Complaint.

27 91. The Southwind Defendants admit the allegations of paragraph 91 of the Complaint.

28 92. The Southwind Defendants admit that Southwind LLC engaged in a transaction

1 with Defendant Caito Fisheries, Inc. (hereinafter, “Caito Corporation”), pursuant to which
2 Southwind LLC purchased certain assets of Caito Corporation. The Southwind Defendants deny
3 that Southwind LLC “purchased [Caito Corporation] ... within a month or two of Plaintiff’s filing
4 his initial class action complaint alleging anti-trust violations in the Dungeness crab fishery”; the
5 asset purchase agreement is dated March 10, 2023, *i.e.*, *before* Plaintiffs initiated this lawsuit. The
6 Southwind Defendants admit that Caito LLC has done business as “Caito” since its formation, but
7 deny having conducted business “collectively” with Caito Corporation. Except as expressly
8 admitted herein, the Southwind Defendants deny the allegations of paragraph 92 of the Complaint.

9 93. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 93 of the Complaint, and on that basis deny such allegations. The
11 Southwind Defendants specifically deny that the asset purchase agreement, which was signed
12 before the initiation of this lawsuit, “was done in reaction to the filing of the instant case.”

13 94. As to themselves, the Southwind Defendants deny the allegations of paragraph 94
14 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or
15 deny the allegations of paragraph 94 of the Complaint as to the activities of the other Defendants,
16 including Caito Corporation, and on that basis deny such allegations.

17 95. The Southwind Defendants admit that Caito LLC made ex vessel purchases of
18 Dungeness crab in the referenced locations following the close of the asset purchase transaction
19 with Caito Corporation. The Southwind Defendants deny that such purchases implicated “class
20 members” and further deny that any class should be certified. The Southwind Defendants
21 specifically deny any implication that Caito LLC is a mere continuation of Caito Corporation.
22 Except as expressly admitted, denied.

23 96. Paragraph 96 of the Complaint contains a legal conclusion for which no response is
24 required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of
25 paragraph 96 of the Complaint.

26 **I. Fishermen’s Catch Defendant**

27 97. The Southwind Defendants lack information and belief sufficient to admit or deny
28 the allegations of paragraph 97 of the Complaint, and on that basis deny such allegations.

1 98. The Southwind Defendants lack information and belief sufficient to admit or deny
2 the allegations of paragraph 98 of the Complaint, and on that basis deny such allegations.

3 99. The Southwind Defendants lack information and belief sufficient to admit or deny
4 the allegations of paragraph 99 of the Complaint, and on that basis deny such allegations.

5 100. The Southwind Defendants lack information and belief sufficient to admit or deny
6 the allegations of paragraph 100 of the Complaint, and on that basis deny such allegations.

7 101. Paragraph 101 of the Complaint contains a legal conclusion for which no response
8 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
9 of paragraph 101 of the Complaint.

10 **J. Global Quality Defendants**

11 102. The Southwind Defendants lack information and belief sufficient to admit or deny
12 the allegations of paragraph 102 of the Complaint, and on that basis deny such allegations.

13 103. The Southwind Defendants lack information and belief sufficient to admit or deny
14 the allegations of paragraph 103 of the Complaint, and on that basis deny such allegations.

15 104. The Southwind Defendants lack information and belief sufficient to admit or deny
16 the allegations of paragraph 104 of the Complaint, and on that basis deny such allegations.

17 105. The Southwind Defendants lack information and belief sufficient to admit or deny
18 the allegations of paragraph 105 of the Complaint, and on that basis deny such allegations.

19 106. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 106 of the Complaint, and on that basis deny such allegations.

21 107. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 107 of the Complaint, and on that basis deny such allegations.

23 108. Paragraph 108 of the Complaint contains a legal conclusion for which no response
24 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
25 of paragraph 108 of the Complaint.

26 **K. Ocean King Defendant**

27 109. The Southwind Defendants lack information and belief sufficient to admit or deny
28 the allegations of paragraph 109 of the Complaint, and on that basis deny such allegations.

110. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 110 of the Complaint, and on that basis deny such allegations.

111. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 111 of the Complaint, and on that basis deny such allegations.

112. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 112 of the Complaint, and on that basis deny such allegations.

113. Paragraph 113 of the Complaint contains a legal conclusion for which no response is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of paragraph 113 of the Complaint.

L. Bornstein Defendants

114. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 114 of the Complaint, and on that basis deny such allegations.

115. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 115 of the Complaint, and on that basis deny such allegations.

116. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 116 of the Complaint, and on that basis deny such allegations.

117. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 117 of the Complaint, and on that basis deny such allegations.

118. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 118 of the Complaint, and on that basis deny such allegations.

119. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 119 of the Complaint, and on that basis deny such allegations.

120. Paragraph 120 of the Complaint contains a legal conclusion for which no response is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of paragraph 120 of the Complaint.

M. Doe Defendants

121. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 121 of the Complaint, and on that basis deny such allegations.

122. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 122 of the Complaint, and on that basis deny such allegations.

123. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 123 of the Complaint, and on that basis deny such allegations.

124. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 124 of the Complaint, and on that basis deny such allegations.

125. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 125 of the Complaint, and on that basis deny such allegations.

126. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 126 of the Complaint, and on that basis deny such allegations.

N. Doe Defendants

127. Paragraph 127 of the Complaint contains a legal conclusion for which no response is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations of paragraph 127 of the Complaint.

III. Agents and Co-Conspirators

128. As to themselves, the Southwind Defendants deny the allegations of paragraph 128 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 128 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

129. As to themselves, the Southwind Defendants deny the allegations of paragraph 129 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 129 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

130. As to themselves, the Southwind Defendants deny the allegations of paragraph 130 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 130 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

131. As to themselves, the Southwind Defendants deny the allegations of paragraph 131

1 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or
2 deny the allegations of paragraph 131 of the Complaint as to the activities of the other Defendants,
3 and on that basis deny such allegations.

4 132. Paragraph 132 of the Complaint contains a legal conclusion for which no response
5 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
6 of paragraph 132 of the Complaint.

7 133. Paragraph 133 of the Complaint contains a legal conclusion for which no response
8 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
9 of paragraph 133 of the Complaint.

10 134. Paragraph 134 of the Complaint contains a legal conclusion for which no response
11 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
12 of paragraph 134 of the Complaint.

13 135. As to themselves, the Southwind Defendants deny the allegations of paragraph 135
14 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or
15 deny the allegations of paragraph 135 of the Complaint as to the activities of the other Defendants,
16 and on that basis deny such allegations.

17 136. Paragraph 136 of the Complaint contains a legal conclusion for which no response
18 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
19 of paragraph 136 of the Complaint.

20 **JURISDICTION, VENUE, AND COMMERCE**

21 137. Paragraph 137 of the Complaint contains a legal conclusion for which no response
22 is required. To the extent a response is required, the Southwind Defendants admit that the Court
23 has subject matter jurisdiction to the extent Plaintiffs have suffered an injury cognizable under
24 Article III of the United States Constitution. For avoidance of doubt, the Southwind Defendants
25 deny the remaining allegations of paragraph 137 of the Complaint.

26 138. The Southwind Defendants specifically deny that “Plaintiffs suffered antitrust
27 injury within this jurisdiction.” Further, given Plaintiffs’ erroneous conflation of the Southwind
28 Defendants with Caito Corporation, the Southwind Defendants cannot discern whether “Plaintiffs’

claims for relief arise from and relate to illegal acts committed by [the Southwind Defendants] within this jurisdiction,” and therefore deny this allegation. As to the remaining allegations of paragraph 138, the Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 138 of the Complaint, and on that basis deny such allegations.

139. As to themselves, the Southwind Defendants admit that venue is proper. Otherwise, the Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 139 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

140. As to themselves, the Southwind Defendants deny the allegations of paragraph 140 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 140 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

141. As to themselves, the Southwind Defendants deny the allegations of paragraph 141 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 141 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

INTRADISTRICT ASSIGNMENT

142. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 142 of the Complaint, and on that basis deny such allegations.

FACTUAL ALLEGATIONS

I. Pacific NW Area Ex Vessel Dungeness Crab Industry

143. The Southwind Defendants admit that Dungeness crab is a species of shellfish found in the Pacific Ocean and fished for human consumption. Except as expressly admitted herein, the Southwind Defendants deny the allegations of paragraph 143 of the Complaint.

144. Given their recent entry into the ex vessel Dungeness crab industry, the Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 144 of the Complaint, which address historical industry practices, and on that basis deny such allegations.

1 145. Given their recent entry into the ex vessel Dungeness crab industry, the Southwind
2 Defendants lack information and belief sufficient to admit or deny the allegations of paragraph
3 145 of the Complaint, which address historical industry practices, and on that basis deny such
4 allegations.

5 146. Given their recent entry into the ex vessel Dungeness crab industry, the Southwind
6 Defendants lack information and belief sufficient to admit or deny the allegations of paragraph
7 146 of the Complaint, which address historical industry practices, and on that basis deny such
8 allegations.

9 147. Given their recent entry into the ex vessel Dungeness crab industry, the Southwind
10 Defendants lack information and belief sufficient to admit or deny the allegations of paragraph
11 147 of the Complaint, which address historical industry practices, and on that basis deny such
12 allegations.

13 148. Given their recent entry into the ex vessel Dungeness crab industry, the Southwind
14 Defendants lack information and belief sufficient to admit or deny the allegations of paragraph
15 148 of the Complaint, which address historical industry practices, and on that basis deny such
16 allegations.

17 149. Given their recent entry into the ex vessel Dungeness crab industry, the Southwind
18 Defendants lack information and belief sufficient to admit or deny the allegations of paragraph
19 149 of the Complaint, which address industry practices across States, and on that basis deny such
20 allegations.

21 150. The Southwind Defendants admit that buyers resell Dungeness crab either live,
22 fresh cooked, in sections, frozen, or canned. Except as expressly admitted herein, the Southwind
23 Defendants deny the allegations of paragraph 150 of the Complaint.

24 151. The Southwind Defendants lack information and belief sufficient to admit or deny
25 the allegations of paragraph 151 of the Complaint, and on that basis deny such allegations.

26 152. The Southwind Defendants admit that they purchased ex vessel Dungeness crab in
27 the referenced area during the referenced time period, *i.e.*, after the close of the Southwind
28 Defendants' asset purchase transaction with Caito Corporation. Otherwise, the Southwind

Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 152 of the Complaint, and on that basis deny such allegations.

153. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 153 of the Complaint, and on that basis deny such allegations.

154. The Southwind Defendants deny that Southwind LLC is a member of the West Coast Seafood Processors Association, but admit the membership of Caito LLC. Otherwise, the Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 154 of the Complaint, and on that basis deny such allegations.

155. The Southwind Defendants deny the allegations of paragraph 155 of the Complaint.

156. The Southwind Defendants deny the allegations of paragraph 156 of the Complaint.

157. The Southwind Defendants deny the allegations of paragraph 157 of the Complaint.

II. Defendants' Price-Fixing Cartel

A. Defendants' Cartel Arose Out of a Marked Increase in Dungeness Ex Vessel Prices Being Paid to Crabbers in the Pacific NW Area that Started in 2006/2007 Season and Continued Through the 2014/15 Season

158. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 158 of the Complaint, and on that basis deny such allegations.

159. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 159 of the Complaint, and on that basis deny such allegations.

160. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 160 of the Complaint, and on that basis deny such allegations.

161. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 161 of the Complaint, and on that basis deny such allegations.

162. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 162 of the Complaint, and on that basis deny such allegations.

163. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 163 of the Complaint, and on that basis deny such allegations.

164. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 164 of the Complaint, and on that basis deny such allegations.

2 165. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 165 of the Complaint, and on that basis deny such allegations.

4 166. The Southwind Defendants lack information and belief sufficient to admit or deny
5 the allegations of paragraph 166 of the Complaint, and on that basis deny such allegations.

6 167. The Southwind Defendants lack information and belief sufficient to admit or deny
7 the allegations of paragraph 167 of the Complaint, and on that basis deny such allegations.

8 168. The Southwind Defendants lack information and belief sufficient to admit or deny
9 the allegations of paragraph 168 of the Complaint, and on that basis deny such allegations.

10 169. The Southwind Defendants lack information and belief sufficient to admit or deny
11 the allegations of paragraph 169 of the Complaint, and on that basis deny such allegations.

12 170. As to themselves, the Southwind Defendants deny the allegations of paragraph 170
13 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or
14 deny the allegations of paragraph 170 of the Complaint as to the activities of the other Defendants,
15 and on that basis deny such allegations.

16 171. The Southwind Defendants lack information and belief sufficient to admit or deny
17 the allegations of paragraph 171 of the Complaint, and on that basis deny such allegations.

18 172. The Southwind Defendants lack information and belief sufficient to admit or deny
19 the allegations of paragraph 172 of the Complaint, and on that basis deny such allegations.

20 173. The Southwind Defendants lack information and belief sufficient to admit or deny
21 the allegations of paragraph 173 of the Complaint, and on that basis deny such allegations.

22 174. The Southwind Defendants lack information and belief sufficient to admit or deny
23 the allegations of paragraph 174 of the Complaint, and on that basis deny such allegations.

24 175. The Southwind Defendants lack information and belief sufficient to admit or deny
25 the allegations of paragraph 175 of the Complaint, and on that basis deny such allegations.

26 176. The Southwind Defendants lack information and belief sufficient to admit or deny
27 the allegations of paragraph 176 of the Complaint, and on that basis deny such allegations.

28 177. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 177 of the Complaint, and on that basis deny such allegations.

2 178. The Southwind Defendants deny exerting any “control and manipulation” in any
3 Dungeness crab market. Otherwise, the Southwind Defendants lack information and belief
4 sufficient to admit or deny the allegations of paragraph 178 of the Complaint (including its
5 accompanying graphic), and on that basis deny such allegations.

6 **B. Defendants Have Agreed to Allow Pacific Seafood to Set the Opening Price,**
7 **which Has Resulted in Delayed Opening and a Lower Opening Price, which Is**
8 **the Price at which a Large Portion of the Season’s Catch Is Traditionally Sold**
9 **and Which Sets the Baseline Price for the Remainder of the Season**

10 179. The Southwind Defendants deny the allegations of paragraph 179 of the Complaint.

11 180. The Southwind Defendants deny the allegations of paragraph 180 of the Complaint.

12 181. The Southwind Defendants deny the allegations of paragraph 181 of the Complaint.

13 182. The Southwind Defendants deny the allegations of paragraph 182 of the Complaint.

14 183. The Southwind Defendants deny the allegations of paragraph 183 of the Complaint.

15 **1. 2019/20 Pacific NW Area Dungeness Crab Season**

16 184. The Southwind Defendants lack information and belief sufficient to admit or deny
17 the allegations of paragraph 184 of the Complaint, and on that basis deny such allegations.

18 185. The Southwind Defendants lack information and belief sufficient to admit or deny
19 the allegations of paragraph 185 of the Complaint, and on that basis deny such allegations.

20 186. The Southwind Defendants lack information and belief sufficient to admit or deny
21 the allegations of paragraph 186 of the Complaint, and on that basis deny such allegations.

22 187. The Southwind Defendants lack information and belief sufficient to admit or deny
23 the allegations of paragraph 187 of the Complaint, and on that basis deny such allegations.

24 188. The Southwind Defendants lack information and belief sufficient to admit or deny
25 the allegations of paragraph 188 of the Complaint, and on that basis deny such allegations.

26 189. As to themselves, the Southwind Defendants deny the allegations of paragraph 189
27 of the Complaint. The Southwind Defendants did not participate in the ex vessel Dungeness crab
28 industry at the referenced time. The Southwind Defendants lack information and belief sufficient

1 to admit or deny the allegations of paragraph 189 of the Complaint as to the activities of the other
 2 Defendants, and on that basis deny such allegations.

3 **2. 2020/21 Pacific NW Area Dungeness Crab Season**

4 190. The Southwind Defendants deny participating in a conspiracy and did not even
 5 participate in the ex vessel Dungeness crab industry during the time period alleged. Otherwise,
 6 the Southwind Defendants lack information and belief sufficient to admit or deny the allegations
 7 of paragraph 190 of the Complaint, and on that basis deny such allegations.

8 191. The Southwind Defendants lack information and belief sufficient to admit or deny
 9 the allegations of paragraph 191 of the Complaint, and on that basis deny such allegations.

10 192. The Southwind Defendants lack information and belief sufficient to admit or deny
 11 the allegations of paragraph 192 of the Complaint, and on that basis deny such allegations.

12 193. The Southwind Defendants lack information and belief sufficient to admit or deny
 13 the allegations of paragraph 193 of the Complaint, and on that basis deny such allegations.

14 194. The Southwind Defendants lack information and belief sufficient to admit or deny
 15 the allegations of paragraph 194 of the Complaint, and on that basis deny such allegations.

16 195. The Southwind Defendants lack information and belief sufficient to admit or deny
 17 the allegations of paragraph 195 of the Complaint, and on that basis deny such allegations.

18 196. The Southwind Defendants lack information and belief sufficient to admit or deny
 19 the allegations of paragraph 196 of the Complaint, and on that basis deny such allegations.

20 197. The Southwind Defendants deny participating in a conspiracy and did not even
 21 participate in the relevant ex vessel Dungeness crab industry during the time period alleged.
 22 Otherwise, the Southwind Defendants lack information and belief sufficient to admit or deny the
 23 allegations of paragraph 197 of the Complaint, and on that basis deny such allegations.

24 198. The Southwind Defendants lack information and belief sufficient to admit or deny
 25 the allegations of paragraph 198 of the Complaint, and on that basis deny such allegations.

26 **3. 2021/22 Pacific NW Area Dungeness Crab Season**

27 199. The Southwind Defendants lack information and belief sufficient to admit or deny
 28 the allegations of paragraph 199 of the Complaint, and on that basis deny such allegations.

200. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 200 of the Complaint, and on that basis deny such allegations.

201. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 201 of the Complaint, and on that basis deny such allegations.

202. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 202 of the Complaint, and on that basis deny such allegations.

203. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 203 of the Complaint, and on that basis deny such allegations.

4. 2022/23 Pacific NW Area Dungeness Crab Season

204. As to themselves, the Southwind Defendants deny the allegations of paragraph 204 of the Complaint; they did not participate in the ex vessel Dungeness crab industry by this time. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 204 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

205. As to themselves, the Southwind Defendants deny the allegations of paragraph 205 of the Complaint; they did not participate in the ex vessel Dungeness crab industry by this time. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 205 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

206. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 206 of the Complaint, and on that basis deny such allegations.

207. As to themselves, the Southwind Defendants deny the allegations of paragraph 207 of the Complaint; they did not participate in the ex vessel Dungeness crab industry by this time. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 207 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

208. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 208 of the Complaint, and on that basis deny such allegations.

1 209. The Southwind Defendants deny participating in a conspiracy and did not even
2 participate in the ex vessel Dungeness crab industry during the time period alleged. Otherwise,
3 the Southwind Defendants lack information and belief sufficient to admit or deny the allegations
4 of paragraph 209 of the Complaint, and on that basis deny such allegations.

5 210. The Southwind Defendants lack information and belief sufficient to admit or deny
6 the allegations of paragraph 210 of the Complaint, and on that basis deny such allegations.

7 211. As to themselves, the Southwind Defendants deny the allegations of paragraph 211
8 of the Complaint; they did not even participate in the ex vessel Dungeness crab industry by the
9 time period alleged. The Southwind Defendants lack information and belief sufficient to admit or
10 deny the allegations of paragraph 211 of the Complaint as to the activities of the other Defendants,
11 and on that basis deny such allegations.

12 212. As to themselves, the Southwind Defendants deny the allegations of paragraph 212
13 of the Complaint; they did not even participate in the ex vessel Dungeness crab industry by the
14 time period alleged. The Southwind Defendants lack information and belief sufficient to admit or
15 deny the allegations of paragraph 212 of the Complaint as to the activities of the other Defendants,
16 and on that basis deny such allegations.

17 213. The Southwind Defendants lack information and belief sufficient to admit or deny
18 the allegations of paragraph 213 of the Complaint, and on that basis deny such allegations.

19 214. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 214 of the Complaint, and on that basis deny such allegations.

21 215. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 215 of the Complaint, and on that basis deny such allegations.

23 216. The Southwind Defendants lack information and belief sufficient to admit or deny
24 the allegations of paragraph 216 of the Complaint, and on that basis deny such allegations.

25 217. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 217 of the Complaint, and on that basis deny such allegations.

27 218. As to themselves, the Southwind Defendants deny the allegations of paragraph 218
28 of the Complaint; they did not even participate in the ex vessel Dungeness crab industry by the

1 time period alleged. The Southwind Defendants lack information and belief sufficient to admit or
 2 deny the allegations of paragraph 218 of the Complaint as to the activities of the other Defendants,
 3 and on that basis deny such allegations.

4 219. The Southwind Defendants lack information and belief sufficient to admit or deny
 5 the allegations of paragraph 219 of the Complaint, and on that basis deny such allegations.

6 220. The Southwind Defendants lack information and belief sufficient to admit or deny
 7 the allegations of paragraph 220 of the Complaint, and on that basis deny such allegations.

8 221. The Southwind Defendants lack information and belief sufficient to admit or deny
 9 the allegations of paragraph 221 of the Complaint, and on that basis deny such allegations.

10 222. The Southwind Defendants lack information and belief sufficient to admit or deny
 11 the allegations of paragraph 222 of the Complaint, and on that basis deny such allegations.

12 223. The Southwind Defendants lack information and belief sufficient to admit or deny
 13 the allegations of paragraph 223 of the Complaint, and on that basis deny such allegations.

14 224. The Southwind Defendants lack information and belief sufficient to admit or deny
 15 the allegations of paragraph 224 of the Complaint, and on that basis deny such allegations.

16 225. The Southwind Defendants lack information and belief sufficient to admit or deny
 17 the allegations of paragraph 225 of the Complaint, and on that basis deny such allegations.

18 226. As to themselves, the Southwind Defendants deny the allegations of paragraph 226
 19 of the Complaint; they did not even participate in the ex vessel Dungeness crab industry by the
 20 time period alleged. The Southwind Defendants lack information and belief sufficient to admit or
 21 deny the allegations of paragraph 226 of the Complaint as to the activities of the other Defendants,
 22 and on that basis deny such allegations.

23 5. 2023/24 Pacific NW Area Dungeness Crab Season

24 227. The Southwind Defendants lack information and belief sufficient to admit or deny
 25 the allegations of paragraph 227 of the Complaint, and on that basis deny such allegations.

26 228. The Southwind Defendants lack information and belief sufficient to admit or deny
 27 the allegations of paragraph 228 of the Complaint, and on that basis deny such allegations.

28 229. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 229 of the Complaint, and on that basis deny such allegations.

2 230. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 230 of the Complaint, and on that basis deny such allegations. As to
4 themselves, the Southwind Defendants specifically deny that they refused to “set an opening ex
5 vessel price until Pacific Seafood did,” as implied by the allegations of paragraph 230.

6 231. The Southwind Defendants lack information and belief sufficient to admit or deny
7 the allegations of paragraph 231 of the Complaint, and on that basis deny such allegations.

8 232. The Southwind Defendants lack information and belief sufficient to admit or deny
9 the allegations of paragraph 232 of the Complaint, and on that basis deny such allegations.

10 233. The Southwind Defendants lack information and belief sufficient to admit or deny
11 the allegations of paragraph 233 of the Complaint, and on that basis deny such allegations.

12 234. The Southwind Defendants lack information and belief sufficient to admit or deny
13 the allegations of paragraph 234 of the Complaint, and on that basis deny such allegations.

14 235. The Southwind Defendants lack information and belief sufficient to admit or deny
15 the allegations of paragraph 235 of the Complaint, and on that basis deny such allegations.

16 **6. 2024/25 Pacific NW Area Dungeness Crab Season**

17 236. As to themselves, the Southwind Defendants deny the allegations of paragraph 236
18 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or
19 deny the allegations of paragraph 236 of the Complaint as to the activities of the other Defendants,
20 and on that basis deny such allegations.

21 237. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 237 of the Complaint, and on that basis deny such allegations.

23 238. The Southwind Defendants lack information and belief sufficient to admit or deny
24 the allegations of paragraph 238 of the Complaint, and on that basis deny such allegations.

25 239. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 239 of the Complaint, and on that basis deny such allegations.

27 240. The Southwind Defendants lack information and belief sufficient to admit or deny
28 the allegations of paragraph 240 of the Complaint, and on that basis deny such allegations.

241. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 241 of the Complaint, and on that basis deny such allegations.

242. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 242 of the Complaint, and on that basis deny such allegations.

243. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 243 of the Complaint, and on that basis deny such allegations.

244. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 244 of the Complaint, and on that basis deny such allegations.

C. After the Opening, Defendants Closely Coordinate With One Another on Ex Vessel Prices

245. The Southwind Defendants deny the allegations of paragraph 245 of the Complaint.

246. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 246 of the Complaint, and on that basis deny such allegations.

247. As to themselves, the Southwind Defendants deny the allegations of paragraph 247 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 247 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

248. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 248 of the Complaint, and on that basis deny such allegations.

249. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 249 of the Complaint, and on that basis deny such allegations.

250. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 250 of the Complaint, and on that basis deny such allegations.

251. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 251 of the Complaint, and on that basis deny such allegations.

252. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 252 of the Complaint, and on that basis deny such allegations.

253. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 253 of the Complaint, and on that basis deny such allegations.

2 254. As to themselves, the Southwind Defendants deny the allegations of paragraph 254
3 of the Complaint; they did not even participate in the ex vessel Dungeness crab industry by the
4 time period alleged. The Southwind Defendants lack information and belief sufficient to admit or
5 deny the allegations of paragraph 254 of the Complaint as to the activities of the other Defendants,
6 and on that basis deny such allegations.

7 255. The Southwind Defendants lack information and belief sufficient to admit or deny
8 the allegations of paragraph 255 of the Complaint, and on that basis deny such allegations.

9 256. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 256 of the Complaint, and on that basis deny such allegations.

11 257. The Southwind Defendants lack information and belief sufficient to admit or deny
12 the allegations of paragraph 257 of the Complaint, and on that basis deny such allegations.

13 258. The Southwind Defendants lack information and belief sufficient to admit or deny
14 the allegations of paragraph 258 of the Complaint, and on that basis deny such allegations.

15 259. The Southwind Defendants lack information and belief sufficient to admit or deny
16 the allegations of paragraph 259 of the Complaint, and on that basis deny such allegations.

17 260. The Southwind Defendants lack information and belief sufficient to admit or deny
18 the allegations of paragraph 260 of the Complaint, and on that basis deny such allegations.

19 261. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 261 of the Complaint, and on that basis deny such allegations.

21 262. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 262 of the Complaint, and on that basis deny such allegations.

23 263. The Southwind Defendants lack information and belief sufficient to admit or deny
24 the allegations of paragraph 263 of the Complaint, and on that basis deny such allegations.

25 264. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 264 of the Complaint, and on that basis deny such allegations.

27 265. The Southwind Defendants lack information and belief sufficient to admit or deny
28 the allegations of paragraph 265 of the Complaint, and on that basis deny such allegations.

1 266. The Southwind Defendants lack information and belief sufficient to admit or deny
2 the allegations of paragraph 266 of the Complaint, and on that basis deny such allegations.

3 267. The Southwind Defendants lack information and belief sufficient to admit or deny
4 the allegations of paragraph 267 of the Complaint, and on that basis deny such allegations.

5 268. The Southwind Defendants lack information and belief sufficient to admit or deny
6 the allegations of paragraph 268 of the Complaint, and on that basis deny such allegations.

7 269. The Southwind Defendants lack information and belief sufficient to admit or deny
8 the allegations of paragraph 269 of the Complaint, and on that basis deny such allegations.

9 270. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 270 of the Complaint, and on that basis deny such allegations.

11 271. The Southwind Defendants lack information and belief sufficient to admit or deny
12 the allegations of paragraph 271 of the Complaint, and on that basis deny such allegations.

13 272. The Southwind Defendants lack information and belief sufficient to admit or deny
14 the allegations of paragraph 272 of the Complaint, and on that basis deny such allegations.

15 273. The Southwind Defendants lack information and belief sufficient to admit or deny
16 the allegations of paragraph 273 of the Complaint, and on that basis deny such allegations.

17 274. The Southwind Defendants lack information and belief sufficient to admit or deny
18 the allegations of paragraph 274 of the Complaint, and on that basis deny such allegations.

19 275. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 275 of the Complaint, and on that basis deny such allegations.

21 276. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 276 of the Complaint, and on that basis deny such allegations.

23 277. The Southwind Defendants lack information and belief sufficient to admit or deny
24 the allegations of paragraph 277 of the Complaint, and on that basis deny such allegations.

25 278. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 278 of the Complaint, and on that basis deny such allegations.

27 279. The Southwind Defendants lack information and belief sufficient to admit or deny
28 the allegations of paragraph 279 of the Complaint, and on that basis deny such allegations.

1 280. The Southwind Defendants lack information and belief sufficient to admit or deny
2 the allegations of paragraph 280 of the Complaint, and on that basis deny such allegations.

3 281. The Southwind Defendants lack information and belief sufficient to admit or deny
4 the allegations of paragraph 281 of the Complaint, and on that basis deny such allegations.

5 282. The Southwind Defendants lack information and belief sufficient to admit or deny
6 the allegations of paragraph 282 of the Complaint, and on that basis deny such allegations.

7 283. The Southwind Defendants lack information and belief sufficient to admit or deny
8 the allegations of paragraph 283 of the Complaint, and on that basis deny such allegations.

9 284. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 284 of the Complaint, and on that basis deny such allegations.

11 285. The Southwind Defendants lack information and belief sufficient to admit or deny
12 the allegations of paragraph 285 of the Complaint, and on that basis deny such allegations.

13 286. The Southwind Defendants lack information and belief sufficient to admit or deny
14 the allegations of paragraph 286 of the Complaint, and on that basis deny such allegations.

15 287. The Southwind Defendants lack information and belief sufficient to admit or deny
16 the allegations of paragraph 287 of the Complaint, and on that basis deny such allegations.

17 288. The Southwind Defendants lack information and belief sufficient to admit or deny
18 the allegations of paragraph 288 of the Complaint, and on that basis deny such allegations.

19 289. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 289 of the Complaint, and on that basis deny such allegations.

21 290. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 290 of the Complaint, and on that basis deny such allegations.

23 291. The Southwind Defendants lack information and belief sufficient to admit or deny
24 the allegations of paragraph 291 of the Complaint, and on that basis deny such allegations.

25 292. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 292 of the Complaint, and on that basis deny such allegations.

27 293. The Southwind Defendants lack information and belief sufficient to admit or deny
28 the allegations of paragraph 293 of the Complaint, and on that basis deny such allegations.

294. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 294 of the Complaint, and on that basis deny such allegations.

295. The Southwind Defendants deny the allegations of paragraph 295 of the Complaint.

296. The Southwind Defendants deny the allegations of paragraph 296 of the Complaint.

297. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 297 of the Complaint, and on that basis deny such allegations.

298. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 298 of the Complaint, and on that basis deny such allegations.

299. As to themselves, the Southwind Defendants deny the allegations of paragraph 299 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 299 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

D. Defendants Have Consolidated Their Control of the Pacific NW Area Ex Vessel Dungeness Crab Market by Purchasing and in Many Cases Shutting Down Erstwhile Competitors, Entering Into Exclusivity Arrangements with Port Operators, and Limiting Non-Cartel Members' Access to Hoists

1. Pacific Seafood

300. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 300 of the Complaint, and on that basis deny such allegations.

301. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 301 of the Complaint, and on that basis deny such allegations.

302. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 302 of the Complaint, and on that basis deny such allegations.

303. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 303 of the Complaint, and on that basis deny such allegations.

304. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 304 of the Complaint, and on that basis deny such allegations.

305. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 305 of the Complaint, and on that basis deny such allegations.

2 306. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 306 of the Complaint, and on that basis deny such allegations.

4 307. The Southwind Defendants lack information and belief sufficient to admit or deny
5 the allegations of paragraph 307 of the Complaint, and on that basis deny such allegations.

6 308. The Southwind Defendants lack information and belief sufficient to admit or deny
7 the allegations of paragraph 308 of the Complaint, and on that basis deny such allegations.

8 309. The Southwind Defendants lack information and belief sufficient to admit or deny
9 the allegations of paragraph 309 of the Complaint, and on that basis deny such allegations.

10 310. The Southwind Defendants lack information and belief sufficient to admit or deny
11 the allegations of paragraph 310 of the Complaint, and on that basis deny such allegations.

12 311. The Southwind Defendants lack information and belief sufficient to admit or deny
13 the allegations of paragraph 311 of the Complaint, and on that basis deny such allegations.

14 312. The Southwind Defendants lack information and belief sufficient to admit or deny
15 the allegations of paragraph 312 of the Complaint, and on that basis deny such allegations.

16 313. The Southwind Defendants lack information and belief sufficient to admit or deny
17 the allegations of paragraph 313 of the Complaint, and on that basis deny such allegations.

18 **2. Ilwaco Landing Fishermen**

19 314. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 314 of the Complaint, and on that basis deny such allegations.

21 315. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 315 of the Complaint, and on that basis deny such allegations.

23 316. The Southwind Defendants lack information and belief sufficient to admit or deny
24 the allegations of paragraph 316 of the Complaint, and on that basis deny such allegations.

25 317. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 317 of the Complaint, and on that basis deny such allegations.

27 **3. Trinidad**

28 318. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 318 of the Complaint, and on that basis deny such allegations.

2 319. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 319 of the Complaint, and on that basis deny such allegations.

4 320. The Southwind Defendants lack information and belief sufficient to admit or deny
5 the allegations of paragraph 320 of the Complaint, and on that basis deny such allegations.

6 321. The Southwind Defendants lack information and belief sufficient to admit or deny
7 the allegations of paragraph 321 of the Complaint, and on that basis deny such allegations.

8 **4. Eureka**

9 322. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 322 of the Complaint, and on that basis deny such allegations.

11 323. The Southwind Defendants lack information and belief sufficient to admit or deny
12 the allegations of paragraph 323 of the Complaint, and on that basis deny such allegations.

13 324. The Southwind Defendants lack information and belief sufficient to admit or deny
14 the allegations of paragraph 324 of the Complaint, and on that basis deny such allegations.

15 325. The Southwind Defendants lack information and belief sufficient to admit or deny
16 the allegations of paragraph 325 of the Complaint, and on that basis deny such allegations.

17 326. The Southwind Defendants lack information and belief sufficient to admit or deny
18 the allegations of paragraph 326 of the Complaint, and on that basis deny such allegations.

19 **E. To Eliminate Price Pressure Formerly Created by Out of Port Buyers,**
20 **Defendants Have Agreed to Buy and Sell “Out the Back Door”**

21 327. The Southwind Defendants deny the allegations of paragraph 327 of the Complaint.

22 328. The Southwind Defendants deny the allegations of paragraph 328 of the Complaint.

23 **1. South Bend**

24 329. The Southwind Defendants lack information and belief sufficient to admit or deny
25 the allegations of paragraph 329 of the Complaint, and on that basis deny such allegations.

26 330. The Southwind Defendants lack information and belief sufficient to admit or deny
27 the allegations of paragraph 330 of the Complaint, and on that basis deny such allegations.

28 //

1 **2. Caito**

2 331. The Southwind Defendants admit that Southwind LLC engaged in a transaction
3 with Caito Corporation, pursuant to which Southwind LLC purchased certain assets of Caito
4 Corporation. The Southwind Defendants admit that they purchased ex vessel Dungeness crab in
5 the referenced locations following the close of the asset purchase transaction with Caito
6 Corporation. The Southwind Defendants deny having purchased ex vessel Dungeness crab before
7 the close of the aforementioned asset purchase transaction. The Southwind Defendants
8 specifically deny the implication that Caito LLC is a mere continuation of Caito Corporation.
9 Except as expressly admitted herein, the Southwind Defendants deny the allegations of paragraph
10 331 of the Complaint.

11 332. The Southwind Defendants deny the allegations set forth in paragraph 332 of the
12 Complaint and understand that they landed 424,564 pounds in Eureka and 910,929 pounds in San
13 Francisco during the referenced time period. The Southwind Defendants specifically deny any
14 collusion with Ocean Gold, and they further deny having sold Dungeness crab to Ocean Gold.
15 Except as expressly admitted, denied.

16 333. The Southwind Defendants deny the allegations of paragraph 333 of the Complaint.
17 The Southwind Defendants have not sold Dungeness crab to Ocean Gold.

18 **3. San Francisco**

19 334. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 334 of the Complaint, and on that basis deny such allegations.

21 335. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 335 of the Complaint, and on that basis deny such allegations.

23 **4. Crescent City**

24 336. The Southwind Defendants deny the allegations of paragraph 336 of the Complaint.

25 337. The Southwind Defendants admit that they currently have access to and use of two
26 hoists in Crescent City. Otherwise, the Southwind Defendants lack information and belief
27 sufficient to admit or deny the allegations of paragraph 337 of the Complaint, and on that basis
28 deny such allegations.

338. As to themselves, the Southwind Defendants deny the allegations of paragraph 338 of the Complaint; they did not even participate in the ex vessel Dungeness crab industry by this time, and they cannot identify “Confidential Buyer Informant #1.” The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 338 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

339. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 339 of the Complaint, and on that basis deny such allegations. The Southwind Defendants specifically deny participation in any “cartel.”

F. Defendants Aggressively Coerce Compliance by Each Other by and by Other Buyers with the Agreed Upon Pricing

1. During the 2022/23 and 2023/24 Seasons, a New Buyer Sought to Capture Market Share by Offering Higher Prices; Defendants Sought to Bring Him into the Cartel and When This Failed Inflicted Repeated Punishments

340. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 340 of the Complaint, and on that basis deny such allegations.

341. As to themselves, the Southwind Defendants deny the allegations of paragraph 341 of the Complaint. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 341 of the Complaint as to the activities of the other Defendants, and on that basis deny such allegations.

a. January 2023: Nor-Cal’s Kevin Lee and Pacific Seafood’s Frank Dulcich Solicited Confidential Buyer Informant #1 to Participate in Cartel, Then Punished him When He Refused

342. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 342 of the Complaint, and on that basis deny such allegations.

343. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 343 of the Complaint, and on that basis deny such allegations.

344. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 344 of the Complaint, and on that basis deny such allegations.

2 345. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 345 of the Complaint, and on that basis deny such allegations.

4 346. The Southwind Defendants lack information and belief sufficient to admit or deny
5 the allegations of paragraph 346 of the Complaint, and on that basis deny such allegations.

6 **b. In Early 2023, Safe Coast's Max Boland Tried to Get**
7 **Confidential Buyer Informant to Toe the Cartel's Line on Ex**
8 **Vessel Prices Set by Pacific Seafood**

9 347. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 347 of the Complaint, and on that basis deny such allegations.

11 348. The Southwind Defendants lack information and belief sufficient to admit or deny
12 the allegations of paragraph 348 of the Complaint, and on that basis deny such allegations.

13 **c. February/March 2023: In Response to Confidential Buyer**
14 **Informant #1's Publicized Offer of a Higher Ex Vessel Price,**
15 **Multiple Cartel Members Told Confidential Buyer Informant #1**
16 **to Lower His Ex Vessel Price**

17 349. The Southwind Defendants lack information and belief sufficient to admit or deny
18 the allegations of paragraph 349 of the Complaint, and on that basis deny such allegations.

19 350. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 350 of the Complaint, and on that basis deny such allegations.

21 351. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 351 of the Complaint, and on that basis deny such allegations.

23 **d. April/May 2023: More Cartel Members Tell Confidential Buyer**
24 **Informant to Lower His Ex Vessel Price**

25 352. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 352 of the Complaint, and on that basis deny such allegations.

27 353. The Southwind Defendants lack information and belief sufficient to admit or deny
28 the allegations of paragraph 353 of the Complaint, and on that basis deny such allegations. The

Southwind Defendants specifically deny participation in any “cartel.”

e. **July/August 2023: Pacific Seafood Interfere in Confidential Informant’s Effort to Establish a Buyer Operation in Eureka**

354. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 354 of the Complaint, and on that basis deny such allegations.

355. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 355 of the Complaint, and on that basis deny such allegations.

356. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 356 of the Complaint, and on that basis deny such allegations.

357. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 357 of the Complaint, and on that basis deny such allegations.

f. **August 2023: Bornstein’s Andrew Bornstein and Mike Shirley Offer Confidential Buyer Informant Significant Benefits if He Joins the Cartel in the up Coming Season**

358. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 358 of the Complaint, and on that basis deny such allegations.

359. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 359 of the Complaint, and on that basis deny such allegations.

360. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 360 of the Complaint, and on that basis deny such allegations. The Southwind Defendants specifically deny participation in any “cartel.”

g. **Early/Mid-December 2023: Pacific Seafood’s Brett Hester Threatened Confidential Buyer Informant #1 After He Did Not Comply With Pacific Seafood’s Opening Price Instruction**

361. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 361 of the Complaint, and on that basis deny such allegations.

362. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 362 of the Complaint, and on that basis deny such allegations.

1 363. The Southwind Defendants lack information and belief sufficient to admit or deny
2 the allegations of paragraph 363 of the Complaint, and on that basis deny such allegations.

3 **h. Late December 2023: Nor-Cal's Kevin Lee Again Sought to**
4 **Bring Confidential Buyer Informant #1 into the Cartel**

5 364. The Southwind Defendants lack information and belief sufficient to admit or deny
6 the allegations of paragraph 364 of the Complaint, and on that basis deny such allegations.

7 365. The Southwind Defendants lack information and belief sufficient to admit or deny
8 the allegations of paragraph 365 of the Complaint, and on that basis deny such allegations.

9 366. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 366 of the Complaint, and on that basis deny such allegations.

11 367. The Southwind Defendants lack information and belief sufficient to admit or deny
12 the allegations of paragraph 367 of the Complaint, and on that basis deny such allegations.

13 **i. December 2023/January 2024: Pacific Seafood Instructs Other**
14 **Defendants Not to Do Business With Confidential Buyer**
15 **Informant #1**

16 368. The Southwind Defendants lack information and belief sufficient to admit or deny
17 the allegations of paragraph 368 of the Complaint, and on that basis deny such allegations. The
18 Southwind Defendants specifically deny participation in any “cartel.”

19 369. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 369 of the Complaint, and on that basis deny such allegations.

21 370. The Southwind Defendants deny “reneg[ing]” on any “deal.” Particularly because
22 Plaintiffs have refused to identify “Confidential Buyer Informant #1,” the Southwind Defendants
23 lack information and belief sufficient to admit or deny the allegations of paragraph 370 of the
24 Complaint, and on that basis deny such allegations.

25 **j. Early-January 2024: Confidential Buyer Informant #1 Is**
26 **Threatened by Cartel Members for Raising Ex Vessel Prices and**
27 **Has Business Deals Interfered With as Punishment**

28 371. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 371 of the Complaint, and on that basis deny such allegations.

2 372. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 372 of the Complaint, and on that basis deny such allegations.

4 373. The Southwind Defendants lack information and belief sufficient to admit or deny
5 the allegations of paragraph 373 of the Complaint, and on that basis deny such allegations.

6 374. The Southwind Defendants lack information and belief sufficient to admit or deny
7 the allegations of paragraph 374 of the Complaint, and on that basis deny such allegations.

8 375. The Southwind Defendants lack information and belief sufficient to admit or deny
9 the allegations of paragraph 375 of the Complaint, and on that basis deny such allegations.

10 376. Given Plaintiffs' use of the omnibus term "Caito," coupled with their refusal to
11 identify "Confidential Buyer Informant #1," the Southwind Defendants lack information and
12 belief sufficient to admit or deny the allegations of paragraph 376 of the Complaint, and on that
13 basis deny such allegations.

14 **k. January 2024: Defendants Take a Series of Actions in**
15 **Charleston, OR to Punish Buyer Informant #1 and Drive Him**
16 **Out of Port**

17 377. The Southwind Defendants lack information and belief sufficient to admit or deny
18 the allegations of paragraph 377 of the Complaint, and on that basis deny such allegations.

19 378. The Southwind Defendants lack information and belief sufficient to admit or deny
20 the allegations of paragraph 378 of the Complaint, and on that basis deny such allegations.

21 379. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 379 of the Complaint, and on that basis deny such allegations.

23 380. The Southwind Defendants lack information and belief sufficient to admit or deny
24 the allegations of paragraph 380 of the Complaint, and on that basis deny such allegations.

25 381. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 381 of the Complaint, and on that basis deny such allegations.

27 382. The Southwind Defendants lack information and belief sufficient to admit or deny
28 the allegations of paragraph 382 of the Complaint, and on that basis deny such allegations.

1 383. The Southwind Defendants lack information and belief sufficient to admit or deny
2 the allegations of paragraph 383 of the Complaint, and on that basis deny such allegations.

3 384. The Southwind Defendants lack information and belief sufficient to admit or deny
4 the allegations of paragraph 384 of the Complaint, and on that basis deny such allegations.

5 385. The Southwind Defendants lack information and belief sufficient to admit or deny
6 the allegations of paragraph 385 of the Complaint, and on that basis deny such allegations.

7 386. The Southwind Defendants lack information and belief sufficient to admit or deny
8 the allegations of paragraph 386 of the Complaint, and on that basis deny such allegations.

9 387. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 387 of the Complaint, and on that basis deny such allegations.

11 388. The Southwind Defendants lack information and belief sufficient to admit or deny
12 the allegations of paragraph 388 of the Complaint, and on that basis deny such allegations.

13 389. The Southwind Defendants lack information and belief sufficient to admit or deny
14 the allegations of paragraph 389 of the Complaint, and on that basis deny such allegations.

15 390. The Southwind Defendants lack information and belief sufficient to admit or deny
16 the allegations of paragraph 390 of the Complaint, and on that basis deny such allegations.

17 **I. Mid/Late-January 2024: Representatives of Defendants and**
18 **Other Co-Conspirators Met at San Francisco's Pier 45 and**
19 **Devised a Plan to Run Confidential Buyer Informant #1 Out of**
20 **Business**

21 391. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 391 of the Complaint, and on that basis deny such allegations.

23 392. The Southwind Defendants lack information and belief sufficient to admit or deny
24 the allegations of paragraph 392 of the Complaint, and on that basis deny such allegations.

25 393. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 393 of the Complaint, and on that basis deny such allegations. For
27 sake of clarity, the Southwind Defendants specifically deny that they are part of the group of
28 Defendants referenced.

1 394. The Southwind Defendants lack information and belief sufficient to admit or deny
2 the allegations of paragraph 394 of the Complaint, and on that basis deny such allegations.

3 395. The Southwind Defendants lack information and belief sufficient to admit or deny
4 the allegations of paragraph 395 of the Complaint, and on that basis deny such allegations.

5 396. The Southwind Defendants lack information and belief sufficient to admit or deny
6 the allegations of paragraph 396 of the Complaint, and on that basis deny such allegations.

7 397. The Southwind Defendants lack information and belief sufficient to admit or deny
8 the allegations of paragraph 397 of the Complaint, and on that basis deny such allegations.

9 398. The Southwind Defendants lack information and belief sufficient to admit or deny
10 the allegations of paragraph 398 of the Complaint, and on that basis deny such allegations. The
11 Southwind Defendants specifically deny participation in any “cartel.”

12 399. The Southwind Defendants lack information and belief sufficient to admit or deny
13 the allegations of paragraph 399 of the Complaint, and on that basis deny such allegations.

14 400. The Southwind Defendants lack information and belief sufficient to admit or deny
15 the allegations of paragraph 400 of the Complaint, and on that basis deny such allegations.

16 **2. Other Buyers Have Also Been Threatened by Defendants About**
17 **Breaking Ranks on Price and Have Been Punished for Doing So**

18 **a. Early-January 2023: Nor-Cal and Unnamed Co-conspirator #1**
19 **Dropped the Ex Vessel Prices They Were Offering After Being**
20 **Warned By Defendants to Toe the Line**

21 401. The Southwind Defendants lack information and belief sufficient to admit or deny
22 the allegations of paragraph 401 of the Complaint, and on that basis deny such allegations. For
23 sake of clarity, the Southwind Defendants specifically deny that they are part of the group of
24 Defendants referenced.

25 402. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 402 of the Complaint, and on that basis deny such allegations.

27
28 //

b. Mid-January 2023: Pacific Seafood Flooded the Sell-Side Markets of Non-Compliant Buyers with Cheap Crabs

403. The Southwind Defendants deny the allegations of paragraph 403 of the Complaint.

404. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 404 of the Complaint, and on that basis deny such allegations.

405. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 405 of the Complaint, and on that basis deny such allegations.

c. Late-December 2023: Pacific Seafood Sent Buyers, Including Non-Cartel Members, a Warning About Paying Over the Ex Vessel Price Set By It

406. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 406 of the Complaint, and on that basis deny such allegations.

407. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 407 of the Complaint, and on that basis deny such allegations. The Southwind Defendants specifically deny participation in any “cartel.”

d. Pacific Seafood Uses Its Dominance in Other Areas of Seafood to Enforce Compliance with the Cartel’s Dungeness Crab Pricing Dictates

408. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 408 of the Complaint, and on that basis deny such allegations.

409. The Southwind Defendants lack information and belief sufficient to admit or deny the allegations of paragraph 409 of the Complaint, and on that basis deny such allegations.

3. As a Result, When Defendants and Other Buyers Pay Ex Vessel Prices Above the “Fixed Price” They Seek to Hide that Fact, Which Doesn’t Make Economic Sense Absent a Price-Fixing Agreement

410. The Southwind Defendants deny the allegations of paragraph 410 of the Complaint.

411. The Southwind Defendants deny the allegations of paragraph 411 of the Complaint.

412. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 412 of the Complaint, and on that basis deny such allegations. The
 2 Southwind Defendants specifically deny participation in any “cartel.”

3 413. The Southwind Defendants deny the allegations of paragraph 413 of the Complaint.

4 414. The Southwind Defendants deny the allegations of paragraph 414 of the Complaint.

5 415. The Southwind Defendants deny the allegations of paragraph 415 of the Complaint.

6 416. The Southwind Defendants deny the allegations of paragraph 416 of the Complaint.

7 417. The Southwind Defendants lack information and belief sufficient to admit or deny
 8 the allegations of paragraph 417 of the Complaint, and on that basis deny such allegations.

9 418. The Southwind Defendants lack information and belief sufficient to admit or deny
 10 the allegations of paragraph 418 of the Complaint, and on that basis deny such allegations.

11 419. The Southwind Defendants lack information and belief sufficient to admit or deny
 12 the allegations of paragraph 419 of the Complaint, and on that basis deny such allegations.

13 420. The Southwind Defendants lack information and belief sufficient to admit or deny
 14 the allegations of paragraph 420 of the Complaint, and on that basis deny such allegations.

15 421. The Southwind Defendants lack information and belief sufficient to admit or deny
 16 the allegations of paragraph 421 of the Complaint, and on that basis deny such allegations.

17 422. The Southwind Defendants lack information and belief sufficient to admit or deny
 18 the allegations of paragraph 422 of the Complaint, and on that basis deny such allegations.

19 423. The Southwind Defendants lack information and belief sufficient to admit or deny
 20 the allegations of paragraph 423 of the Complaint, and on that basis deny such allegations.

21 424. The Southwind Defendants deny the allegations of paragraph 424 of the Complaint.

22 425. The Southwind Defendants lack information and belief sufficient to admit or deny
 23 the allegations of paragraph 425 of the Complaint, and on that basis deny such allegations. For
 24 sake of clarity, the Southwind Defendants specifically deny that they are part of the group of
 25 Defendants referenced.

26 426. The Southwind Defendants lack information and belief sufficient to admit or deny
 27 the allegations of paragraph 426 of the Complaint, and on that basis deny such allegations. The
 28 Southwind Defendants specifically deny participation in any “cartel.”

1 427. The Southwind Defendants lack information and belief sufficient to admit or deny
2 the allegations of paragraph 427 of the Complaint, and on that basis deny such allegations.

3 428. The Southwind Defendants lack information and belief sufficient to admit or deny
4 the allegations of paragraph 428 of the Complaint, and on that basis deny such allegations.

5 429. The Southwind Defendants deny the allegations of paragraph 429 of the Complaint.

6 430. The Southwind Defendants lack information and belief sufficient to admit or deny
7 the allegations of paragraph 430 of the Complaint, and on that basis deny such allegations.

8 431. The Southwind Defendants deny the allegations of paragraph 431 of the Complaint.

9 432. The Southwind Defendants deny the allegations of paragraph 432 of the Complaint.

10 433. The Southwind Defendants lack information and belief sufficient to admit or deny
11 the allegations of paragraph 433 of the Complaint, and on that basis deny such allegations.

12 434. The Southwind Defendants lack information and belief sufficient to admit or deny
13 the allegations of paragraph 434 of the Complaint, and on that basis deny such allegations.

14 435. The Southwind Defendants lack information and belief sufficient to admit or deny
15 the allegations of paragraph 435 of the Complaint, and on that basis deny such allegations.

16 **G. In Order to Defend Their Cartel Pricing, Defendants Threaten and Punish**
17 **Crabbers who Sell Crab Ex Vessel for Prices Higher than the Cartel Price**

18 436. The Southwind Defendants deny the allegations of paragraph 436 of the Complaint.

19 437. The Southwind Defendants deny the allegations of paragraph 437 of the Complaint.

20 438. The Southwind Defendants deny the allegations of paragraph 438 of the Complaint.

21 439. The Southwind Defendants deny the allegations of paragraph 439 of the Complaint.

22 **1. Pacific Seafood**

23 440. The Southwind Defendants lack information and belief sufficient to admit or deny
24 the allegations of paragraph 440 of the Complaint, and on that basis deny such allegations.

25 441. The Southwind Defendants lack information and belief sufficient to admit or deny
26 the allegations of paragraph 441 of the Complaint, and on that basis deny such allegations. The
27 Southwind Defendants specifically deny participation in any “cartel.”

28 442. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 442 of the Complaint, and on that basis deny such allegations. The
 2 Southwind Defendants specifically deny participation in any “cartel.”

3 443. The Southwind Defendants lack information and belief sufficient to admit or deny
 4 the allegations of paragraph 443 of the Complaint, and on that basis deny such allegations. The
 5 Southwind Defendants specifically deny participation in any “cartel.”

6 444. The Southwind Defendants lack information and belief sufficient to admit or deny
 7 the allegations of paragraph 444 of the Complaint, and on that basis deny such allegations.

8 **2. Hallmark**

9 445. The Southwind Defendants lack information and belief sufficient to admit or deny
 10 the allegations of paragraph 445 of the Complaint, and on that basis deny such allegations.

11 446. The Southwind Defendants lack information and belief sufficient to admit or deny
 12 the allegations of paragraph 446 of the Complaint, and on that basis deny such allegations.

13 447. The Southwind Defendants lack information and belief sufficient to admit or deny
 14 the allegations of paragraph 447 of the Complaint, and on that basis deny such allegations.

15 448. The Southwind Defendants lack information and belief sufficient to admit or deny
 16 the allegations of paragraph 448 of the Complaint, and on that basis deny such allegations.

17 449. The Southwind Defendants lack information and belief sufficient to admit or deny
 18 the allegations of paragraph 449 of the Complaint, and on that basis deny such allegations.

19 450. The Southwind Defendants lack information and belief sufficient to admit or deny
 20 the allegations of paragraph 450 of the Complaint, and on that basis deny such allegations.

21 451. The Southwind Defendants lack information and belief sufficient to admit or deny
 22 the allegations of paragraph 451 of the Complaint, and on that basis deny such allegations.

23 452. The Southwind Defendants lack information and belief sufficient to admit or deny
 24 the allegations of paragraph 452 of the Complaint, and on that basis deny such allegations.

25 453. The Southwind Defendants lack information and belief sufficient to admit or deny
 26 the allegations of paragraph 453 of the Complaint, and on that basis deny such allegations.

27 **3. Ocean Gold**

28 454. The Southwind Defendants lack information and belief sufficient to admit or deny

1 the allegations of paragraph 454 of the Complaint, and on that basis deny such allegations.

2 455. The Southwind Defendants lack information and belief sufficient to admit or deny
3 the allegations of paragraph 455 of the Complaint, and on that basis deny such allegations.

4 **III. Buyers Who Are Not Part of the Cartel, Nonetheless, Generally Obey Its Pricing**
5 **Dictates in Order to Avoid Retaliatory Actions by Defendants**

6 456. The Southwind Defendants deny the allegations of paragraph 456 of the Complaint.

7 457. The Southwind Defendants lack information and belief sufficient to admit or deny
8 the allegations of paragraph 457 of the Complaint, and on that basis deny such allegations.

9 458. The Southwind Defendants deny the allegations of paragraph 458 of the Complaint.

10 459. The Southwind Defendants deny the allegations of paragraph 459 of the Complaint.

11 **ANTITRUST INJURY**

12 460. The Southwind Defendants deny the allegations of paragraph 460 of the Complaint,
13 including each of its subparts.

14 461. The Southwind Defendants deny the allegations of paragraph 461 of the Complaint.

15 462. The Southwind Defendants deny the allegations of paragraph 462 of the Complaint,
16 including the accompanying charts.

17 463. The Southwind Defendants deny the allegations of paragraph 463 of the Complaint.

18 464. The Southwind Defendants deny the allegations of paragraph 464 of the Complaint.

19 **CLASS ACTION ALLEGATIONS**

20 465. Paragraph 465 of the Complaint contains a legal conclusion for which no response
21 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
22 of paragraph 465 of the Complaint and specifically deny that the Court should certify the class.

23 466. Paragraph 466 of the Complaint contains a legal conclusion for which no response
24 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
25 of paragraph 466 of the Complaint and specifically deny that the Court should certify the class.

26 467. Paragraph 467 of the Complaint contains a legal conclusion for which no response
27 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
28 of paragraph 467 of the Complaint and specifically deny that the Court should certify the class.

1 468. Paragraph 468 of the Complaint contains a legal conclusion for which no response
2 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
3 of paragraph 468 of the Complaint and specifically deny that the Court should certify the class.

4 469. The Southwind Defendants deny the allegations of paragraph 469 of the Complaint.

5 470. Paragraph 470 of the Complaint contains a legal conclusion for which no response
6 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
7 of paragraph 470 of the Complaint and specifically deny that the Court should certify the class.

8 471. **The Sherman Act Class.** Paragraph 471 of the Complaint contains a legal
9 conclusion for which no response is required. Nonetheless, for avoidance of doubt, the Southwind
10 Defendants deny the allegations of paragraph 471 of the Complaint, including each of its subparts,
11 and specifically deny that the Court should certify the class.

12 472. **The California Class.** Paragraph 472 of the Complaint contains a legal conclusion
13 for which no response is required. Nonetheless, for avoidance of doubt, the Southwind
14 Defendants deny the allegations of paragraph 472 of the Complaint, including each of its subparts,
15 and specifically deny that the Court should certify the class.

16 473. Paragraph 473 of the Complaint contains a legal conclusion for which no response
17 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
18 of paragraph 473 of the Complaint and specifically deny that the Court should certify the class.

19 474. Paragraph 474 of the Complaint contains a legal conclusion for which no response
20 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
21 of paragraph 474 of the Complaint and specifically deny that the Court should certify the class.

22 475. Paragraph 475 of the Complaint contains a legal conclusion for which no response
23 is required. Nonetheless, for avoidance of doubt, the Southwind Defendants deny the allegations
24 of paragraph 475 of the Complaint and specifically deny that the Court should certify the class.

25 **DELAYED DISCOVERY/FRAUDULENT CONCEALMENT**

26 476. The Southwind Defendants deny the allegations of paragraph 476 of the Complaint.

27 477. The Southwind Defendants deny the allegations of paragraph 477 of the Complaint.

28 478. The Southwind Defendants deny the allegations of paragraph 478 of the Complaint.

1 479. The Southwind Defendants deny the allegations of paragraph 479 of the Complaint.

2 480. The Southwind Defendants deny the allegations of paragraph 480 of the Complaint.

3 481. The Southwind Defendants deny the allegations of paragraph 481 of the Complaint.

4 482. The Southwind Defendants deny the allegations of paragraph 482 of the Complaint.

5 **CLAIMS FOR RELIEF**

6 **FIRST CAUSE OF ACTION**

7 **Unlawful Agreements in Restraint of Trade in Violation of Section 1 of the Sherman Act,**

8 **15 U.S.C. § 1**

9 **(Against All Defendants on Behalf of Plaintiffs and the Sherman Act Class)**

10 483. The Southwind Defendants incorporate their responses to each paragraph above as
11 if fully herein.

12 484. The Southwind Defendants deny the allegations of paragraph 484 of the Complaint.

13 485. The Southwind Defendants deny the allegations of paragraph 485 of the Complaint.

14 486. The Southwind Defendants deny the allegations of paragraph 486 of the Complaint.

15 487. The Southwind Defendants deny the allegations of paragraph 487 of the Complaint.

16 488. The Southwind Defendants deny the allegations of paragraph 488 of the Complaint,
17 including each of its subparts.

18 489. The Southwind Defendants deny the allegations of paragraph 489 of the Complaint.

19 490. The Southwind Defendants deny the allegations of paragraph 490 of the Complaint.

20 491. The Southwind Defendants deny the allegations of paragraph 491 of the Complaint.

21 492. The Southwind Defendants deny the allegations of paragraph 492 of the Complaint.

22 **SECOND CAUSE OF ACTION**

23 **Combination in Restraint of Trade in Violation of the California Cartwright Act, Cal. Bus.**

24 **and Prof. Code Sections 16720, *et seq.***

25 **(Against All Defendants on Behalf of Plaintiffs and the California Class)**

26 493. The Southwind Defendants incorporate their responses to each paragraph above as
27 if fully herein.

28 494. The Southwind Defendants deny the allegations of paragraph 494 of the Complaint.

495. The Southwind Defendants deny the allegations of paragraph 495 of the Complaint.

496. The Southwind Defendants deny the allegations of paragraph 496 of the Complaint.

497. The Southwind Defendants deny the allegations of paragraph 497 of the Complaint.

498. The Southwind Defendants deny the allegations of paragraph 498 of the Complaint.

THIRD CAUSE OF ACTION

Violation of the California Unfair Competition Law,

Cal. Bus and Prof. Code § 17200, *et seq.*

(Against All Defendants on Behalf of Plaintiff Little and the California Class)

499. The Southwind Defendants incorporate their responses to each paragraph above as if fully herein.

500. The Southwind Defendants deny the allegations of paragraph 500 of the Complaint.

501. The Southwind Defendants deny the allegations of paragraph 501 of the Complaint, including each of its subparts.

502. The Southwind Defendants deny the allegations of paragraph 502 of the Complaint.

503. The Southwind Defendants deny the allegations of paragraph 503 of the Complaint.

504. The Southwind Defendants deny the allegations of paragraph 504 of the Complaint.

FOURTH CAUSE OF ACTION

For Declaratory Relief Under 28 U.S.C. § 2201

(Against All Defendants on Behalf of Plaintiff and All Classes)

505. The Southwind Defendants incorporate their responses to each paragraph above as if fully herein.

506. The Southwind Defendants deny the allegations of paragraph 506 of the Complaint.

PRAYER FOR RELIEF

The Southwind Defendants deny the allegations of the section of the Complaint entitled “PRAYER FOR RELIEF.” The Southwind Defendants specifically deny that Plaintiffs, or any other persons, including members of the putative class, are entitled to the relief sought in the Complaint or to any other relief.

//

1 **DEMAND FOR JURY TRIAL**

2 No response is necessary to Plaintiffs' demand for a jury trial.

3 **AFFIRMATIVE DEFENSES**

4 The Southwind Defendants have not completed their investigation of the facts of this case,
5 have not completed discovery in this matter, and have not completed their preparation for trial.
6 The defenses asserted herein are based on the Southwind Defendants' knowledge, information,
7 and belief at this time. The Southwind Defendants specifically reserve the right to modify, amend,
8 or supplement any defense contained herein at any time. Without admitting any of the facts
9 alleged in the Complaint, the Southwind Defendants assert and allege the following separate and
10 additional defenses. By setting forth these defenses, the Southwind Defendants do not assume the
11 burden of proving any fact, issue, or element of a cause of action where such burden properly
12 belongs to Plaintiffs.

13 **FIRST AFFIRMATIVE DEFENSE**

14 **(Statute of Limitations)**

15 507. Plaintiffs' causes of action are subject to a four-year limitations period, such that
16 claims arising from events predating March 13, 2019, are time-barred. *See* 15 U.S.C. § 15b; Cal.
17 Bus. & Prof. Code § 16750.1; Cal. Bus. & Prof. Code § 17208.

18 **SECOND AFFIRMATIVE DEFENSE**

19 **(Lack of Antitrust Standing)**

20 508. The Complaint, and the purported causes of action alleged therein, are barred for
21 lack of antitrust standing because Plaintiffs did not sell Dungeness crab ex vessel to the Southwind
22 Defendants and, as further alleged below, Plaintiffs did not suffer an antitrust injury as a result of
23 any anticompetitive conduct by the Southwind Defendants. The Southwind Defendants expressly
24 reserve the right to challenge the standing of each putative class member.

25 **THIRD AFFIRMATIVE DEFENSE**

26 **(Lack of Antitrust Injury)**

27 509. The Complaint, and the purported causes of action alleged therein, are barred for
28 lack of antitrust injury because Plaintiffs cannot show that they suffered a type of injury that the

1 antitrust laws were intended to prevent as a result of any unlawful, competition-reducing conduct
 2 by the Southwind Defendants and, even so, any claimed injury is too remote. In addition, Plaintiff
 3 Burns has never sold Dungeness crab ex vessel and does not have the legal right to assert claims
 4 that may have belonged to her deceased husband. The Southwind Defendants expressly reserve
 5 the right to challenge the alleged antitrust injury of each putative class member.

6 **FOURTH AFFIRMATIVE DEFENSE**

7 **(Legitimate Business Justification)**

8 510. The Complaint, and the purported causes of action alleged therein, are barred in
 9 whole or in part because any action taken by or on behalf of the Southwind Defendants was
 10 lawful, justified, procompetitive, and carried out in the Southwind Defendants' legitimate business
 11 interests and constitutes bona fide competitive activity, the benefits of which outweigh any alleged
 12 anticompetitive effects. As alleged further below, the Southwind Defendants consummated a
 13 legitimate, non-fraudulent asset purchase transaction in 2023, through which they entered the ex
 14 vessel Dungeness crab industry and assumed no liability for any earlier misconduct alleged herein,
 15 and after which they participated in the relevant industry in good faith.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 **(No Assumption of Liability)**

18 511. The Complaint, and the purported causes of action alleged therein, are barred in
 19 whole or in part because the Southwind Defendants have not agreed to assume any liability
 20 therefor. On March 10, 2023, *i.e.*, before the initiation of this lawsuit, Caito LLC entered an Asset
 21 Purchase Agreement with Caito Corporation, pursuant to which Caito LLC agreed to purchase
 22 specified assets of Caito Corporation and expressly assumed *no* liability for any claims arising
 23 from the operation of the business on or before the closing date of July 28, 2023. Caito
 24 Corporation represented and warranted that it had no material liabilities with respect to the
 25 business. Thus, the Southwind Defendants did not agree, whether expressly or impliedly, to
 26 assume any liability arising from the business operations of Caito Corporation and cannot be held
 27 liable therefor.

SIXTH AFFIRMATIVE DEFENSE

(No Successor Liability)

512. The Complaint, and the purported causes of action alleged therein, are barred in whole or in part because the Southwind Defendants are not the successors-in-interest of Caito Corporation. Plaintiffs cannot establish that any theory of successor liability applies here. In their Opposition to the Motion to Dismiss (Dkt. 220), Plaintiffs argued for imposition of successor liability because “Southwind’s acquisition was made to avoid Caito’s liability in the instant action,” yet Caito Corporation and Caito LLC (*i.e.*, Southwind LLC’s new subsidiary) signed the referenced Asset Purchase Agreement on March 10, 2023, *i.e.*, before the initiation of this lawsuit, such that Plaintiffs’ theory of successor liability contravenes the inescapable facts. Plaintiffs allege no plausible facts tying the Southwind Defendants to the purported conspiracy following the close of their transaction with Caito Corporation, instead relying on an unsupported agency theory and an unfounded assumption that some alleged sales of crab to co-Defendants establishes participation in a price-fixing conspiracy (it does not).

SEVENTH AFFIRMATIVE DEFENSE

(Failure to Plead Fraud with Particularity)

513. The Complaint, and the purported causes of action alleged therein, are barred, in whole or in part, because the Complaint fails to plead conspiracy, fraud, or fraudulent concealment with the particularity required by Rule 9(b) of the Federal Rules of Civil Procedure or under other applicable law. Plaintiffs therefore fail to circumvent the statute of limitations. Plaintiffs also fail to allege that Caito Corporation transferred assets to the Southwind Defendants for the fraudulent purpose of escaping liability because, *inter alia*, the parties executed the Asset Purchase Agreement before initiation of this lawsuit (and, even then, neither the Southwind Defendants nor Caito Corporation were joined in this lawsuit for a year and a half later), such that the asset purchase transaction had no fraudulent purpose whatsoever.

EIGHTH AFFIRMATIVE DEFENSE

(Laches/Estoppel/Waiver)

514. The Complaint, and the purported causes of action alleged therein, are barred, in

1 whole or in part, by the equitable doctrine of laches. Plaintiffs delayed filing this lawsuit for an
 2 unreasonable and inexcusable length of time from the time at which Plaintiffs knew or reasonably
 3 should have known of their claims, thereby prejudicing the Southwind Defendants. Indeed,
 4 Plaintiffs allege that their injury began in the 2015-16 crabbing season, *i.e.*, long before the
 5 Southwind Defendants participated in the ex vessel Dungeness crab industry, and Plaintiffs'
 6 failure to seek redress for their purported injury at that time has resulted in prejudice to the
 7 Southwind Defendants, which began participating in the relevant industry only recently.

8 **NINTH AFFIRMATIVE DEFENSE**

9 **(Intervening Causes or Superseding Acts of Third Parties)**

10 515. The Complaint, and the purported causes of action alleged therein, are barred, in
 11 whole or in part, because any and all injuries alleged in the Complaint, the fact and extent of
 12 which the Southwind Defendants deny, resulted from the acts or omissions of third parties over
 13 whom/which the Southwind Defendants had no control or responsibility and/or market forces
 14 beyond the control of the Southwind Defendants. The acts of such third parties constitute
 15 intervening or superseding causes of harm, if any, suffered by Plaintiffs, such that Plaintiffs cannot
 16 show that the Southwind Defendants proximately caused the alleged harm.

17 **TENTH AFFIRMATIVE DEFENSE**

18 **(Limitation on Liability)**

19 516. Plaintiffs cannot hold the Southwind Defendants liable for any acts preceding the
 20 date on which the Southwind Defendants allegedly joined the purported conspiracy because a
 21 defendant cannot be held liable for substantive offenses committed before joining a conspiracy,
 22 such that the Southwind Defendants' liability (if any) must be so limited.

23 **ELEVENTH AFFIRMATIVE DEFENSE**

24 **(Lack of Agency)**

25 517. Plaintiffs attempt to hold the Southwind Defendants liable for actions allegedly
 26 undertaken by John Caito, yet allege no facts showing that Mr. Caito had authority to act on behalf
 27 of the Southwind Defendants at the relevant time, let alone that he was acting in such capacity at
 28 the time her undertook the actions alleged.

TWELFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

518. The Complaint, and the purported causes of action alleged therein, are barred, in whole or in part, by the doctrine of unclean hands, to the extent that Plaintiffs and putative class members have engaged in fraud or willful misconduct related to the subject matter of their claims or were significantly involved in illegal conduct, including illegal collective price-bargaining, price-fixing or other violations of the antitrust or unfair competition laws.

THIRTEENTH AFFIRMATIVE DEFENSE

(Failure to State a Claim)

519. Plaintiffs fail to allege a viable cause of action against the Southwind Defendants because, *inter alia*, as noted above, Plaintiffs fail to allege and cannot establish any viable theory of successor liability and otherwise rely on an unsupported agency theory and an unfounded assumption that some alleged sales of crab to co-Defendants establishes participation in a price-fixing conspiracy. Plaintiffs' bald allegation that "Caito Fisheries" entered into an anticompetitive agreement with Pacific Seafood months after the initiation of this antitrust lawsuit against Pacific Seafood lacks any facial plausibility, let alone basis in actual fact. The Complaint thus fails to allege evidentiary facts sufficient to show that the Southwind Defendants joined the conspiracy alleged in the Complaint or agreed to fix prices for Dungeness crab.

FOURTEENTH AFFIRMATIVE DEFENSE

(Acquiescence)

520. The Complaint, and the purported causes of action alleged therein, are barred due to Plaintiffs' acquiescence and/or confirmation of any and all conduct and/or omissions alleged, such as complicity in standard, ongoing industry practices.

FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

521. The Complaint, and the purported causes of action alleged therein, are barred, in whole or in part, because Plaintiffs failed to take all necessary, reasonable, and appropriate actions to mitigate their alleged damages, if any. Alternatively, any damages sustained by Plaintiffs and

1 members of the purported plaintiff class, which the Southwind Defendants deny, must be reduced
 2 by the amount that such damages would have been reduced had Plaintiffs and the members of the
 3 purported plaintiff class exercised reasonable diligence in mitigating their damages.

4 **SIXTEENTH AFFIRMATIVE DEFENSE**

5 **(Speculative Damages)**

6 522. The Complaint, and the purported causes of action alleged therein, are barred, in
 7 whole or in part, because the alleged damages, if any, are too remote or speculative to allow
 8 recovery, and because of the impossibility of ascertaining and allocating those alleged damages
 9 with reasonable certainty.

10 **SEVENTEENTH AFFIRMATIVE DEFENSE**

11 **(Duplicative Recovery)**

12 523. The Complaint, and the purported causes of action alleged therein, are barred
 13 because Plaintiffs seek an overlapping or duplicative recovery pursuant to the various claims for
 14 any alleged single wrong, *e.g.*, attempting to recover from the Southwind Defendants any portion
 15 of their damages already paid by settling Defendants or other alleged co-conspirators, who have
 16 settled, or do settle, Plaintiffs' claims in this action.

17 **EIGHTEENTH AFFIRMATIVE DEFENSE**

18 **(Setoff)**

19 524. To the extent the Southwind Defendants have any liability to Plaintiffs (which they
 20 deny), the Southwind Defendants are entitled to set off from any recovery Plaintiffs may obtain
 21 against the Southwind Defendants any amount paid to Plaintiffs by any other defendants who have
 22 settled, or do settle, Plaintiffs' claims in this matter.

23 **NINETEENTH AFFIRMATIVE DEFENSE**

24 **(Improper or Unwarranted Class Certification)**

25 525. The Complaint, and the purported causes of action alleged therein, are barred
 26 because Plaintiffs lack standing to represent a putative class and cannot satisfy the class
 27 certification requirements under Federal Rule of Civil Procedure 23.
 28

TWENTIETH AFFIRMATIVE DEFENSE

(State Action Doctrine)

526. The Complaint, and the purported causes of action alleged therein, are barred, in whole or in part, because participation in any meetings that were actively supervised by state agencies pursuant to a clearly articulated and affirmatively expressed state legislative is immunized by state and federal law, and no claims can arise therefrom.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(First Amendment and *Noerr-Pennington* Doctrine)

527. The Complaint, and the purported causes of action alleged therein, are barred, in whole or in part, because liability cannot arise participation in meetings, including meetings with other buyers or government officials, that concerned petitioning or lobbying activities, as such activities are immunized by state and federal law, per the First Amendment of the United States Constitution and the *Noerr-Pennington* doctrine.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Constitutional Right to Separate Trials)

528. The Complaint, and the purported causes of action alleged therein, are barred, in whole or in part, because certification of this lawsuit as a class action would violate the Southwind Defendants' right to separate trials and/or to assert separate defenses for each claim by each putative class member.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Due Process)

529. The Complaint, and the purported causes of action alleged therein, are barred, in whole or in part, to the extent that they seek to deprive the Southwind Defendants of procedural and substantive safeguards, including, but not limited to, traditional defenses to liability, in violation of the due process clause of the United States Constitution and analogous provisions of the California Constitution. This includes that, to the extent Plaintiffs and the proposed class seek relief on behalf of purported class members who have not suffered any injury or damages, the Complaint and each of its claims for relief therein violate the Southwind Defendants' rights to due

1 process under the United States Constitution.

2 **RESERVATION OF RIGHTS**

3 The Southwind Defendants adopt and incorporate by reference any and all other defenses
4 asserted by any other Defendant to the extent that the defense would apply to the Southwind
5 Defendants. The Southwind Defendants further reserve the right to amend this Answer for the
6 purpose of asserting any such additional affirmative defenses. The Southwind Defendants further
7 reserves the right to assert other defenses as this action proceeds.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, the Southwind Defendants pray for a judgment as follows:

- 10 1. That Plaintiffs take nothing by reason of the Complaint;
- 11 2. That judgment be entered in favor of the Southwind Defendants and against
12 Plaintiffs;
- 13 3. That the Complaint be dismissed with prejudice;
- 14 4. That the Southwind Defendants be awarded their costs of suit, including reasonable
15 attorneys' fees; and
- 16 5. For such other relief as this Court deems just and proper.
- 17

18 Dated: September 16, 2025

RUTAN & TUCKER, LLP
STEVEN J. GOON
SARAH VAN BUITEN

20 By: /s/ Steven J. Goon

21 Steven J. Goon
22 Attorneys for Defendants
23 SOUTHWIND FOODS, LLC and CAITO
24 FISHERIES, LLC
25
26
27
28